

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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POLSKA FUNDACJA NARODOWA,	:	
Petitioner,	:	
-against-	:	22 Civ. 5725 (LGS)
	:	
ATHLETE BENEFITS GROUP, LLC, and	:	<u>ORDER</u>
LAMAR D. WILLIAMS,	:	
Respondents.	:	
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LORNA G. SCHOFIELD, District Judge:

WHEREAS, an Opinion and Order issued April 21, 2023, granted Petitioner’s petition to confirm an arbitral award (the “Final Award”). On August 2, 2023, Petitioner filed a letter motion regarding the amounts of the award, interest and fees to be reflected in the final judgment. On August 4, 2023, Respondents filed a letter in response. Because Respondents are proceeding pro se, their letter is construed liberally to raise the strongest arguments it suggests. *See Saeli v. Chautauqua Cnty., N.Y.*, 36 F.4th 445, 457 (2d Cir. 2022).

WHEREAS, the Final Award states that Respondents are liable to Petitioner for “\$150,000, consisting of the reimbursement of the Deposit.” It also awards Petitioner costs of \$26,000 and attorneys’ fees of \$52,431.77. Finally, it grants Petitioner interest according to interest rates set by the Polish Civil Code on the deposit, accruing from December 17, 2019, and on the costs and fees, accruing from October 21, 2021. The amount of interest owed, as of the date of this order, is \$45,740.97 for the deposit and \$15,549.09 for the costs and fees.


WHEREAS, Respondents object to the award of interest based on LIBOR or other rates, due to the lack of an international statutory provision authorizing such interest. Respondents also object to the award of pre-judgment interest as outside the scope of the CPLR’s provisions regarding interest on judgments. However, interest is not awarded pursuant to statute, but rather

pursuant to the Final Award, which has already been confirmed. Respondents also object to the use of LIBOR to calculate the interest. However, the interest rate is calculated according to announcements by the Polish Minister of Justice, attached to Petitioner's letter motion. Finally, Respondents argue the award of interest would represent unfair compensation and duplicative recovery for Petitioner. The Final Award held that Polish law authorized an award of interest to compensate for any delay in rendering payment owed and that Petitioner's request for interest was reasonable. It is hereby

**ORDERED** that judgment is **GRANTED** to Petitioners in the amount of \$289,451.83, reflecting the following amounts: \$150,000.00, for return of Petitioner's deposit; \$45,470.97 in interest on the deposit; \$78,431.77 in costs and attorneys' fees as awarded by the arbitrator; and \$15,549.09 in interest on the costs and attorneys' fees.

The Clerk of Court is respectfully directed to enter judgment in accordance with this order and to close the motion at Dkt. No. 51.

Dated: August 8, 2023  
New York, New York



**LORNA G. SCHOFIELD**  
**UNITED STATES DISTRICT JUDGE**